

EXHIBIT “D”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY COMPANY,
GEICO GENERAL INSURANCE COMPANY, and
GEICO CASUALTY COMPANY,

Plaintiffs,

-against-

ROSE MARIE MONICA PHILLIP, M.D., et al.,

Defendants.
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DEFAULT JUDGMENT

Docket No.: 1:16-cv-4412 (FB)(SMG)

On _____, the Court considered the application by Plaintiffs Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company (collectively, “Plaintiffs” or “GEICO”) for the entry of a default judgment against Defendants Rose Marie Monica Phillip, M.D. (“Phillip”), Varuzhan Dovlatyan, M.D. (“Dovlatyan”), Arisdov Medical, P.C. (“Arisdov”), Harmony Anesthesiology, P.C. (“Harmony”), Medical One New York, P.C. (“Medical One”), Park Slope Medical One, P.C. (“Park Slope One”), Park Slope Medical One Complete Services, P.C. (“Park Slope Complete”), Jamaica Medical One, P.L.L.C. (“Jamaica Medical”)(collectively “Defaulting Defendants”) pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure. After considering the papers submitted in connection with the application, the papers on file in this action, and the authorities cited, the Court finds as follows:

Defaults were entered against the Defaulting Defendants on September 20, 2016 and September 21, 2016.

The Defendants are not minors, incompetent persons, or current members of the military service.

Plaintiffs have established that they are entitled to a Declaratory Judgment declaring that:

- (i) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the Fraudulent Services were not medically necessary and were provided – to the extent that they were provided at all – pursuant to pre-determined fraudulent protocols designed solely to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them.
- (ii) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because, in many cases, the Fraudulent Services never were provided in the first instance.
- (iii) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the billing codes used for the Fraudulent Services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges submitted to GEICO.
- (iv) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the Fraudulent Services were provided – to the extent that they were provided at all – pursuant to illegal kickback arrangements amongst the Defendants and others.
- (v) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because, in many cases, the Fraudulent Services – to the extent that they were provided at all – were provided by independent contractors, rather than by employees of the PC Defendants.

Plaintiffs have established that Defendant Rose Marie Monica Phillip, M.D. is liable to Plaintiffs for damages in the amount of \$127,043.92, together with treble damages under the RICO Act resulting in total damages of \$381,131.76, interest on the non-RICO component in the amount of \$27,035.90 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Defendant Varuzhan Dovlatyan, M.D. is liable to Plaintiffs for damages in the amount of \$127,043.92, together with treble damages under the

RICO Act resulting in total damages of \$381,131.76, interest on the non-RICO component in the amount of \$27,035.90 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Defendant Arisdov Medical, P.C. is jointly and severally liable for \$32,227.93 of these damages, plus interest on the non-RICO component in the amount of \$8,767.43 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Defendant Harmony Anesthesiology, P.C. is jointly and severally liable for \$7,927.39 of these damages, plus interest on the non-RICO component in the amount of \$1,997.28 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Defendant Medical One New York, P.C. is jointly and severally liable for \$14,775.79 of these damages, plus interest on the non-RICO component in the amount of \$2,558.86 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Defendant Park Slope Medical One Complete Services, P.C. is jointly and severally liable for \$4,126.08 of these damages, plus interest on the non-RICO component in the amount of \$1,069.49 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Plaintiffs have established that Jamaica Medical One, P.L.L.C. is jointly and severally liable for \$67,986.73 of these damages, plus interest on the non-RICO component in the amount of \$12,642.84 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

THEREFORE, IT IS ORDERED that:

Default judgment be entered against Defaulting Defendants declaring, pursuant to 28 U.S.C. §§ 2201 and 2202, that:

- (i) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the Fraudulent Services were not medically necessary and were provided – to the extent that they were provided at all – pursuant to pre-determined fraudulent protocols designed solely to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them.
- (ii) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because, in many cases, the Fraudulent Services never were provided in the first instance.
- (iii) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the billing codes used for the Fraudulent Services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges submitted to GEICO.
- (iv) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because the Fraudulent Services were provided – to the extent that they were provided at all – pursuant to illegal kickback arrangements amongst the Defendants and others.
- (v) The PC Defendants have no right to receive payment for any pending bills submitted to GEICO because, in many cases, the Fraudulent Services – to the extent that they were provided at all – were provided by independent contractors, rather than by employees of the PC Defendants.

Default judgment be entered against Defendant Rose Marie Monica Phillip, M.D. is liable to Plaintiffs for damages in the amount of \$127,043.92, together with treble damages under the RICO Act resulting in total damages of \$381,131.76, interest on the non-RICO component in the amount of \$27,035.90 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Varuzhan Dovlatyan, M.D. is liable to Plaintiffs for damages in the amount of \$127,043.92, together with treble damages under the RICO Act resulting in total damages of \$381,131.76, interest on the non-RICO component in the amount of \$27,035.90 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Defendant Arisdov Medical, P.C. is jointly and severally liable for \$32,227.93 of these damages, plus interest on the non-RICO component in the amount of \$8,767.43 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Defendant Harmony Anesthesiology, P.C. is jointly and severally liable for \$7,927.39 of these damages, plus interest on the non-RICO component in the amount of \$1,997.28 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Defendant Medical One New York, P.C. is jointly and severally liable for \$14,775.79 of these damages, plus interest on the non-RICO component in the amount of \$2,558.86 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Defendant Park Slope Medical One Complete Services, P.C. is jointly and severally liable for \$4,126.08 of these damages, plus interest on the non-RICO component in the amount of \$1,069.49 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

Default judgment be entered against Defendant Jamaica Medical One, P.L.L.C. is jointly and severally liable for \$67,986.73 of these damages, plus interest on the non-RICO component

in the amount of \$12,642.84 at 9% not compounded from January 1st of the year following the year of payment through September 30, 2016.

IT IS FURTHER ORDERED that:

This judgment shall bear interest at the judgment rate from the date of entry until paid.

Dated: _____

United States District Judge